The lessor is not bound to keep premises in tenantable repair unless the provisions of the lease so require. *Harris* v. *Heackman,* 62 Ia. 411; *Piper* v. *Fletcher,* 115 Ia. 263; *Flaherty* v. *Nieman,* 125 Ia. 546; *Turner* v. *Townsend,* 42 Neb. 376. A covenant "to keep in repair" and one "to keep in as good repair as they now are" are identically the same covenant and the former covenant imposes on the covenantor the legal obligation to keep the premises in as good repair as when the agreement was made. *Stultz* v. *Locke,* 47 Md. 562. The principal case holds that the mere presence of some other substance such as water or debris does not affect the condition of repair in which the premises were kept, defining repair as meaning "to mend," to restore to a sound condition after decay or waste. *Farraher* v. *City of Keokuk,* 111 Ia. 310. Thus, leaving on the premises nine horse cart-loads of ashes, brick-bats, rubbish and tin cans does not constitute a breach of covenant "to keep and deliver up in good tenantable repair." *Thorndike* v. *Burrage,* 111 Mass. 531. But under such covenant a lessor must keep the premises in a condition fit for the purposes for which they were leased. *Perrett* v. *Dupree,* 3 Rob. 52; and when the agreement is to keep the premises in repair and prevent their deterioration, it must be performed irrespective of the cause of such deterioration. *Barnhardt* v. *Boyce,* 102 Ill. App. 172. Thus where snow fell on a building and the roof fell, it was held this constituted lack of repair. *Leavitt* v. *Fletcher,* 92 Mass. (10 Allen) 119. Good repair and good condition at all times, fit for the purposes of the business of the lessee, is the fair intent of a covenant to keep in repair. *Myers* v. *Burns,* 35 N. Y. 209; *Bass* v. *Rollins,* 63 Minn. 226, 65 N. W. 348; *Bentley* v. *Taylor,* 81 Ia. 306.

NEGLIGENCE—PROXIMATE CAUSE.—Defendant company undertook to equip plaintiff's house with a burglar alarm, and to protect it from a burglarious entry by the despatch of guards thereto when warned by automatic signals. On the occasion in question the house was burglarized while the burglar alarm was not set, due to the negligence of defendant's employe, and plaintiff brought an action on the case against said defendant. *Held,* that the question whether the loss would not have occurred but for such negligence depended on several contingencies; therefore such negligence was not the proximate cause of the loss, but the felonious entry of the building. *Nirdlinger* v. *American District Telegraph Co.* (Pa. 1914), 91 Atl. 883.

To hold that the negligence of the defendant in this case was not the proximate cause of the injury is, it would seem, carrying the doctrine of intervening efficient causes entirely too far. An intervening efficient cause has been defined to be "a new and independent force which breaks the causal connection between the original wrong and the injury." 29 CYC. 499. When the primary cause is so interrupted, and where the chain of events is so broken that they become independent, then such cause may be fairly said to be remote, and not proximate. *Pullman P. C. Co.* v. *Laack,* 143 Ill., 243; *St. Joseph &c. R. Co.* v. *Hedge,* 44 Neb., 448; *Wiley* v. *West Jersey Ry. Co.,* 44 N. J. L., 247. But it is equally clear that if the occurrence of the intervening cause might reasonably have been anticipated, such intervening cause will not interrupt the connection between the primary cause and

the injury. *Southern Ry. Co.* v. *Webb,* 116 Ga., 152; *Schwarz* v. *Adsit,* 91 Ill. App., 576; *Moore* v. *Townsend,* 76 Minn., 64. Here, not only might the intervening cause have been anticipated on the part of the defendant, but it was precisely the thing against which it was its duty to guard. The court in the principal case lays considerable stress on the point that the intervening event was in itself sufficient to cause the injury sustained, and that it is impossible to say that if defendant company had not been negligent such injury would not have occurred. This, no doubt, is true, but nevertheless does not operate to relieve defendant from the consequences of its negligent act. Due to the negligence of said defendant, the plaintiff's premises were left in such a condition that they were exposed to a greater risk on account of such intervening cause than they would otherwise have been, and when, as a result, loss occurs, defendant cannot be permitted to shift the responsibility. *Little Rock &c. Co.* v. *McGaskill,* 75 Ark., 133; *Metallic &c. Co.* v. *Boston R. R. Co.,* 109 Mass., 277.

SCHOOL TEACHERS—"NEGLECT OF DUTY."—On charges preferred by the district superintendent against relator for "neglect of duty," which was a ground for her dismissal from the teaching staff under the provisions of the New York charter, the specified ground of the charge being absence "from duty since February 3, 1913, for the purpose of bearing a child," relator was dismissed from service by the board of education. *Held,* that the board could not be compelled by mandamus to reinstate relator (WILLARD BARTLETT, C. J. and HOGAN, J. dissenting). *Peop. ex rel. Peixotto* v. *Bd. of Education* (N. Y. 1914), 106 N. E. 307.

The crucial question in the case involves the meaning of the words of the charter, "neglect of duty." It was said in the majority opinion: "Absence on account of serious illness or for any other reason, high or low, leaves the duties of the position unperformed, and therefore neglected by the absentee." Said WILLARD BARTLETT, C. J., dissenting: "In my opinion the board of education was without power or jurisdiction to remove her on this ground. * * * Married women have been employed as teachers in our public schools for so many years that their employment in this capacity must be deemed to have the approval of the Legislature. Certainly, if it had been disapproved, we should have found some evidence to that effect on the statute book. Maternity, requiring occasional absences at periods of childbirth, is a natural consequence of the employment of potential mothers as teachers." This position would seem to be sound, particularly in view of the decision of the same court in 1904 that under the New York charter the board of education has no power to pass a by-law that upon the marriage of a teacher, her place should thereupon become vacant. *Peop. ex rel. Murphy* v. *Maxwell,* 177 N. Y. 494. Under these circumstances it seems a harsh construction to hold that "neglect of duty" as used in this charter shall mean the unavoidable omission to perform a duty.

TORTS—HOSPITAL ENJOINED AS NUISANCE.—Complainants seek to enjoin defendant company from conducting its hospital so as to injure complainants, who owned adjoining premises. It appeared that objectionable noises, and cries of pain of hospital patients disturbed complainants by day and at night,